



October 7, 2002

\*\*\*\*\***ADDENDUM**\*\*\*\*\***ADDENDUM**\*\*\*\*\*

**BID NUMBER:** RF3051AD1

**DUE DATE :** 10/22/02

**TIME:** 2:00 P.M.

**ADDENDUM #1: RF3051AD1**

**DESCRIPTION: ROAD MAINTENANCE SALT**

1. Attached are the specifications for the bid mentioned above. The specifications were inadvertently left out of the original solicitation.
2. A 15% performance bond will be required of the successful bidder. Please fill out attached bond statement form and submit along with your bid response.
3. The due date and time remain unchanged.

To acknowledge receipt of addendums, either include a copy of addendum with bid submittal or give written acknowledgement with bid. It shall be the responsibility of the bidder to appropriately disseminate this information to all concerned prior to the assigned bid time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**SUPPLEMENTAL SPECIFICATION**

**SECTION 02769**

**DEICING SALT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Sodium chloride highway deicing material.

**1.2 PAYMENT PROCEDURES**

- A. Pay for accepted quantities at unit price per ton.

**1.3 REFERENCES**

- A. APHA-AWWA-WEF: Standard Methods for the Examination of Water and Waste Water.
- B. ASTM B117: Standard Practice for Operating Salt Spray (Fog) Apparatus.
- C. ASTM C136: Method of Sieve Analysis of Fine and Coarse Aggregates.
- D. ASTM D632: Standard Specification for Sodium Chloride.
- E. ASTM D1193: Standard Specification for Reagent Water.
- F. ASTM D1411: Standard Test Method for Water-Soluble Chlorides Present as Admixes in Graded Aggregate Road Mixes.
- G. ASTM E534: Standard Test Methods for Chemical Analysis of Sodium Chloride.
- H. SHRP H-205: Evaluation Procedures for Deicing Chemicals.

## **1.4 SUBMITTALS**

- A. For each shipment, supply bill of lading showing:
  - 1. Type and grade of material
  - 2. Type and amount of additives
  - 3. Destination
  - 4. Consignee's name
  - 5. Date of Shipment
  - 6. Truck identification
  - 7. Net weight in English units
  - 8. Bill of Lading number
  - 9. Manufacturer

## **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Contamination: Do not supply shipments contaminated with other materials.

## **1.6 QUALITY ASSURANCE**

- A. Sampling, supplier -delivered material:
  - 1. Deliver to specified site.
  - 2. Notify ENGINEER when delivery is complete.
  - 3. Sample by random one sample for each delivery site (minimum sample size 10 lbs).
  - 4. Store sample in air-tight 3-1/2 gallon plastic container.
- B. Sampling, F.O.B. plant material:
  - 1. Sample by random one sample for each suppliers stockpile used (minimum sample size 10 lbs).
  - 2. Store sample in air-tight 3-1/2 gallon plastic container.
- C. Compliance: Supplier is liable for all UDOT testing costs of non-complying materials.
- D. Price Adjustment, Gradation: Downward 25% price adjustment assessed for materials outside specified gradation.
- E. Price Adjustment, Moisture Content: Downward 25% price adjustment assessed for moisture content greater than specified.

- F. Price Adjustment, General: Products, failing to meet any other specification requirements, are assessed 50% price adjustment or total rejection. Supplier replaces rejected material plus any contaminated material at their cost. Rejected product is removed by the supplier and replaced with compliant product, including handling and transportation charges at no additional cost. Removal means removing all material contaminated by the non-specification material. ENGINEER establishes the amount of material contaminated.

Two non-compliant shipments per contract year may result in contract termination.

## **PART 2 PRODUCTS**

### **2.1 DEICING SALT**

A. General:

1. Moisture Content: Maximum 3.0% by weight using ASTM D1411.
2. Melting Activity: Active at 5EF ambient temperature. Supplier certifies material meets SHRP H-205.1 for effectiveness.
3. Gradation: Meets the following gradation using ASTM C136:

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2"	100
3/8"	90-100
# 4	75-100
# 8	40-80
# 16	15-45
# 50	0-10

4. Chemical Constituents:
  - a. Do not supply products containing constituents exceeding total concentration limits listed in b. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition.

- b. Chemical contaminant limit stated as parts per million (ppm).

<b>Chemical</b>	<b>Concentration (ppm)</b>
Phosphorus	25.00
Arsenic	5.00
Copper	0.20
Lead	1.00
Mercury	0.05
Cadmium	0.20
Barium	10.00
Selenium	5.00
Zinc	10.00

- c. Chemical constituent test methods:

- 1) Total phosphorus as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF. Total phosphorus shall be determined upon a 1% test solution. The Total Phosphorus value determined from the 1% solution is the value to be reported without being calculated for the dilution. The test solution should be prepared by placing 10 ml of sample into 500 ml of ASTM D1193 Type II distilled water contained in a 1 L volumetric flask to which 2.5 ml 1 + 1 sulfuric acid has been added. Swirl the contents and make up to 1000 ml with distilled water.
- 2) Total cyanide as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.
- 3) Total arsenic, barium, cadmium, chromium, copper, lead, selenium and zinc: Atomic Absorption Spectrophotometry or Plasma Emission Spectroscopy as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.
- 4) Total mercury: Cold Vapor Atomic Absorption Spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.

- B. Class A Sodium Chloride, Untreated: Minimum 92.0% NaCl by weight using ASTM D1411.

- C. Class B Sodium Chloride, Non-Caking: Minimum 92.0% NaCl by weight using ASTM D1411. Yellow Prussiate of Soda (YPS) or other approved chemical is added uniformly to the sodium chloride at a rate greater than 200 parts per million to produce non-caking material when subjected to the following test:

Material is exposed to two (2) twenty-four (24) hour moisture cycles from 3% minus moisture by weight to 25% plus moisture and back to 3% moisture.

Add Yellow Prussiate of Soda prior to stockpiling. YPS addition produces a uniform coating throughout stockpile.

- D. Class C Sodium Chloride, Freeze Resistant: Minimum 92.0% NaCl by weight using ASTM D1411. Includes YPS as specified for Class B. Additional approved chemicals are added to depress freezing point of the salt in the stockpile to 0EF. Add anti-freeze chemicals uniformly prior to stockpiling. Submit freeze point depressant chemical additives and method of introduction.

- E. Class D Sodium Chloride, High Performance Grade: Minimum 92.0% NaCl by weight using ASTM D1411. May include YPS. Meets Class C Sodium Chloride specification. Measure performance compared to bakers grade sodium chloride. Test at 25EF, 20EF and 5EF.

1. Melting power exceeds bakers grade salt by 100% total volume melt using SHRP H-205.1 at 5EF.
2. Melting power exceeds bakers grade salt by 50% total volume melt using SHRP H-205.1 at 25EF.
3. Ice penetration exceeds bakers grade sodium chloride by 60% in one hour using SHRP H-205.5 at 20EF.
4. Corrosiveness is 50% less corrosive than bakers grade sodium chloride measured using ASTM B117.
5. Color is discernibly dark, distributed homogeneously throughout entire granule, non-fading, and non-leaching.

- F. Testing Cost: Supplier pays costs incurred in procuring and testing materials found outside specification.

## **PART 3      EXECUTION**

### **3.1      DELIVERY**

- A.      Delivery: Deliver to locations listed on the bid schedule between 8:00 AM and 5:00 PM, Monday through Friday. Notify station supervisor twenty-four hours prior to delivery. Unload material where directed by ENGINEER.
  - 1.      Delivery Method One: Deliver using end dump trucks only. No Trailers.
  - 2.      Delivery Method Two: Deliver using end dump trucks, end dump trucks with pups, or end dump trailers.
  - 3.      Delivery Method Three: Deliver using end dumps, end dumps with pups, end dump trailers, side dumps, or belly dumps.
  - 4.      Delivery Method Four: Load state trucks at supplier's production facility, stockpile, railhead, or other location. Supplier specifies point of delivery if other than normal place of business.
- B.      Stockpiles: State forces shape the stockpile at no cost to the supplier.

## SPECIAL TERMS AND CONDITIONS

### 1. CONTRACT ACCEPTANCE

At the time the bid form is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature, if awarded the contract. When signed by the Division of Purchasing/General Services and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.

### 2. CONTRACT INCLUSION

The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract.

### 3. QUANTITY OR AMOUNT ESTIMATES

This is a requirements contract with the State. Estimated contract amounts/quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

### 4. WAGES

The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

### 5. INVOICING

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILL OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

The Contractor shall submit invoices to the Utah Department of Transportation, to the appropriate Region and Districts ordering the material (See attached list).

## SPECIAL TERMS AND CONDITIONS

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6. NON-ASSIGNMENT

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

7. NON-COMPETE CLAUSE

The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide the specified notice to the Contractor.

8. LICENSING

The Contractor agrees to secure and maintain all necessary licenses, permits and bonds that may be required by the State or local authorities to perform said services.

9. DELIVERY

Delivery of Sodium Chloride is to be coordinated with each Region Maintenance Engineer or a designated Agent. First order quantities of material shall be delivered to the stockpiles by October 31, and all other quantities shall be ordered on an as needed basis. If first delivery of product are not delivered by the October 31 date, the Department may obtain material from second low bid.

The Contractor agrees to deliver the complete order not more than two working (2) days after receipt of each verbal or written order.

## SPECIAL TERMS AND CONDITIONS

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### 9. DELIVERY CONT.

Sodium Chloride is to be delivered to each stockpile location, unless otherwise designated by a Department representative, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except State holidays.

Each delivery shall have a certified weight ticket--mechanically stamped--with the weight of the delivery truck empty, the weight of the truck loaded, and the quantity delivered. When a truck is making multiple deliveries, only one tare weight is necessary for shipments made for a twenty-four hour period.

Each ticket shall be signed by the person actually weighing the unit and his signature shall constitute certification of the load and truck being weighed. Each weight ticket shall identify the truck by a displayed number on the truck or the license number of the truck.

If a pup is used, it shall be weighed separate from the end dump truck and shall indicate all information required for truck weight tickets.

The Contractor shall certify the product being delivered complies to the specifications of material being delivered. Any load exceeding legal load restrictions shall not be accepted.

### 10. NON-COMPLIANCE

Any Type A or B sodium chloride not usable for normal highway use due to lumping or for other reasons shall be replaced by the Contractor within ten (10) days of notice of non-compliance.

In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.

Type C salt which is not usable for highway salting operation due to lumping or other reasons shall be replaced by the Contractor, or treated in the stockpile with a sufficient concentration of chemical additives to render it useful within five (5) days after notice of non-compliance.

## SPECIAL TERMS AND CONDITIONS

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10. NON-COMPLIANCE CONT.

Type D salt which is not usable for highway salting operation due to not meeting the melting power, total melt and active temperature shall be replaced by the Contractor, or treated in the stockpile with a sufficient concentration of chemical additives to render it useful within five (5) days after notice of non-compliance.

11. INABILITY TO DELIVER

In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.

12. PERFORMANCE BOND

The Contractor shall provide a performance-payment bond or cashier's check amounting to fifteen percent (15%) of the bid amount guaranteeing performance, product and payment.

UTAH DEPARTMENT OF TRANSPORTATION

**INVOICE ADDRESSES**

Sodium Chloride to be invoiced to the Regions as follows:

REGION TWO

2010 South 2760 West

Salt Lake City, Utah 84104 (801) 975-4900

STATE OF UTAH  
DIVISION OF PURCHASING

## AGENCY CONTRACT BOND STATEMENT

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### AWARD REQUIREMENTS

A 15% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

\_\_\_\_\_ 15% CASHIERS CHECK

\_\_\_\_\_ 15% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company\_\_\_\_\_

Agent Name\_\_\_\_\_

Fax #\_\_\_\_\_ Phone #\_\_\_\_\_

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.